



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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### AGENDA TITLE:

Consultant Services Agreement Amendment CSG – Engineering Division Staff  
Supplementation for Capital Improvement Projects

### RECOMMENDED MOTION:

Authorize City Manager to execute contract amendment

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### SUMMARY

A major function of the Engineering Division is to implement the Capital Improvement Program. The Engineering Division has had a staff vacancy since October of 2007. This vacancy has limited the ability of the Division to perform Capital Improvement Program project development and implementation. A personnel request was made in November of 2007. Staffing limitations and a backlog of staff vacancies in the Administration Department has prevented this position from being filled quickly. To advance project delivery it is necessary to use Consultant Services. CSG Consultants was hired to advance Capital Improvement Program projects.

Staff seeks authorization to compensate CSG Consultants for City Engineering services in excess of \$15,000. The consultant will be paid out of the engineering component of the various Capital Improvement Projects that they will be working on.

### BACKGROUND

The Engineering Division is responsible for many activities. Three major activities are implementing the Capital Improvement Program, providing support services to the Planning and Building Staff regarding Land Development Applications (with direct responsibility regarding subdivision map review, grading permit administration, and utility underground variance administration) and providing administrative oversight of the sewer collection system operation.

The Division has three funded staff: the City Engineer, the Sewer Systems Coordinator, and a Civil Engineer II. On October 12, 2007 the Civil Engineer II resigned to take a position in the City of San Rafael as Senior Associate Engineer. The position of Senior Associate Engineer does not exist in the current Sausalito Personnel classification system. A request was made in November to start the recruitment process for a

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replacement Civil Engineer II. Due to a backlog of unfilled positions the request has not yet been acted on.

Staff is needed to carry out the City's mission and to accomplish goals established by the City Council. In March staff hired CSG Consultants to provide part time on-site engineering services to advance several Capital Improvement Program projects.

The City currently uses CSG Consultants for Plan Checking, Subdivision Map Checking and Building Inspection services. The purpose of this item is to consider a contract amendment to authorize the consultant engineering services and to authorize the City to fund the position in excess of \$15,000, if necessary, from the Engineering Professional Services Account and various capital improvement project budgets.

## ISSUES

The Civil Engineer II position is a journey level engineering position. The person is expected to carry out a range of engineering duties to serve the needs of the community. In practice the former Civil Engineer II operated the encroachment permits program. He also assisted in the preparation of plans for various Capital Improvement Program projects. He assigned street addresses. He also was the City graphics and mapping expert.

The Engineering Division was downsized in 2004 from four persons to three. At the same time a land development boom emerged which resulted in a surge in the number of private development projects in the City including new homes, major remodels and creation of several new condominiums. This activity limited the ability of the Division staff to build many of the capital improvement projects that are needed and desired. With the market changes in the Land Development Industry, the City Engineer is attempting to refocus efforts so that more attention is paid to delivering Capital Improvement Projects. Now, however, the staffing vacancy is limiting the ability to carry out the duty. The current occupied staff positions the City Engineer and the Sewer Systems Coordinator are insufficient to carry out all of the various tasks assigned to the Division, including Capital Improvement Program project delivery.

Given the Council and Senior Management Team Goals, advancing and completing Capital Improvement Projects is a necessary and important service to the Community. To better respond to those goals, on March 6, at the City Engineer's request, CSG provided an on-site engineer two days a week to advance several capital improvement projects including:

MLK Landslide Repair  
The Schoonmaker Bus Shelter  
The Castillo Sculpture foundation and relocation  
Lot 1 Fee Collection Booth  
CNG Fuelmaker

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2007 Street Repairs  
Sewer Fee Study  
Sewer Infiltration and Inflow Study  
Sewer Rehab Design  
Bridgeway Bike Path Study

Significant progress has been made on these projects though much work is needed before the Council will be asked to award construction contracts.

It is uncertain when the Civil Engineer II position will be filled. Staff believes it is essential that consultant engineering services get utilized to assist in project development and implementation. It is prudent to amend the City's agreement with CSG so that engineering services are covered. A contract amendment is attached for consideration.

CSG is recommended as the consultant due to the exceptional customer service that they provide the City currently. CSG cannot be used as project manager for the Non-motorized Transportation Pilot Program Projects, though they could be selected for design services if found qualified after undergoing review using federally approved Caltrans Consultant Selection processes.

## **FISCAL IMPACT**

Uncertain. CSG bills at an hourly rate of \$125/hour. Staff proposes that these costs be funded from the engineering budgets of the various Capital Improvement Projects that are being worked on. Of the projects identified, above, the 2008 Budget allocates approximately \$95,700 for engineering activities.

Staff believes the delays in hiring a replacement for the Civil Engineer II warrants the hiring of non-staff consultants.

## **STAFF RECOMMENDATIONS**

Adopt a motion authorizing the City Manager to execute a contract amendment with CSG Consultants for Engineering Services.

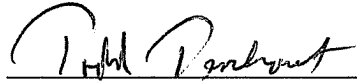
## **ATTACHMENTS**

Contract Amendment

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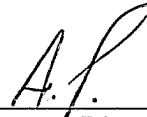
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PREPARED BY:



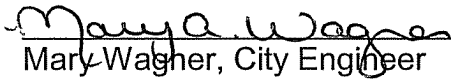
Todd Teachout, City Engineer

REVIEWED BY (Department Head):

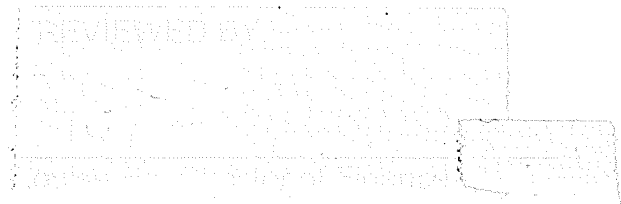


for Vacant, Director of Public Work

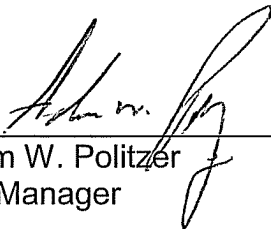
REVIEWED BY (City Attorney):



Mary Wagner, City Engineer



SUBMITTED BY:



Adam W. Politzer  
City Manager

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This **FIRST AMENDMENT TO PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Amendment") is made and entered into this 10th day of June, 2008, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **CSG CONSULTANTS** (hereinafter "Consultant").

## **RECITALS**

The following Recitals are a substantive part of this Agreement:

A. City and Consultant entered into a Professional/Consulting Services Agreement dated as of September 19, 2006 (the "Agreement"). Pursuant to the Agreement, the Consultant provides the City with certain building related plan review and inspection services.

B. The City wishes to utilize Consultant to provide certain engineering services in addition to the building related services currently being provided.

C. City and Consultant desire to enter into this Amendment to include the provision of engineering services.

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

### **Section 1. Scope of Work**

Section 1 of the Agreement is hereby amended to provide that in addition to the services set forth in Exhibit A of the Agreement Consultant shall also provide City with the following services which shall be included in the definition of the "Work":

Municipal Engineering services including but not limited to: Capital Improvement Project Management and Administration, Capital Improvement Design, Traffic Engineering, Permit Administration, Development Plan Check and Project Management. Consultant shall place Engineering staff at City offices to work both at City offices and off site to deliver Capital Improvement Projects to a state of preparation that can be advertised for bid and awarded for construction. Work will be done by an associate engineer or surveyor. Final plan review, signing and stamping shall be performed by an engineer licensed in California.

### **Section 2. Compensation.**

Section 4 of the Agreement is amended to provide that in consideration of the additional Work to be performed by the Consultant as set forth in Section 1 of this Amendment Consultant shall be compensated on a time and materials basis as follows:

Associate Engineer or Surveyor:	\$125/hour
Principal Engineer or Surveyor:	\$150/hour
Sr. Principal Engineer or Surveyor:	\$175/hour

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**Section 3. Effect on Lease.**

Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

**Section 4. Entire Agreement; Conflicts.**

This Amendment and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

**In Witness Whereof**, City and Consultant have executed this Amendment as of the date first written above.

City of Sausalito

Consultant

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

approved as to form:

\_\_\_\_\_  
Mary Anne Wagner  
City Attorney



RECEIVED

March 4, 2008

MAR 6 2008

Mr. Todd Teachout, City Engineer  
City of Sausalito  
420 Litho Street  
Sausalito, CA 94965

CITY OF SAUSALITO

Re: Amendment to Agreement for Consulting Services

Dear Mr. Teachout,

In response to your request, CSG Consultants, Inc is pleased to provide Municipal Civil Engineering services to the City.

The work will consist of providing Municipal Engineering Services including but not limited to Capital Improvement Project Management and Administration, Capital Improvement Design, Traffic Engineering, Permit Administration, Development Plan Check and Project Management. Our scope includes services of placing an Engineering Staff at the City offices. Initially this staff shall be working both on and off site to deliver Capital Improvement Projects to a state of preparation that that can be advertised for bid and awarded for construction. Much of the work is to be done by an associate engineer or surveyor. Final plan review, signing and stamping shall be performed by the City Engineer, an engineer licensed in California.


Our fees for this service will be on a time and materials basis, as follows:

Associate Engineer or Surveyor	\$125/hr.
Principal Engineer or Surveyor	\$150/hr
Sr. Principal Engineer or Surveyor	\$175/hr

If this proposal is acceptable, please have the appropriate City staff person sign a copy and return it to me.

Respectfully,

Accepted:

  
Cyrus Kianpour, P.E., PLS  
VP-Engineering

\_\_\_\_\_  
City of Sausalito

\_\_\_\_\_  
Date

CC: Frances O'Sullivan, VP-Finance





CITY OF SAUSALITO  
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this 19 day of September, 2006, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and CSG Consultants (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

**Section 1. Scope of Work**

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

**Section 2. Responsible Individual**

The individual directly responsible for the performance of the duties of Consultant is Albert Salvador, P.E., Vice President Building Department. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

**Section 3. Work Schedule**

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

**Section 4. Compensation**

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

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## **Section 5. Amendments**

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

## **Section 6. Independent Contractor - Subcontractors**

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

## **Section 7. Consultant's Responsibility**

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

## **Section 8. Hold Harmless and Indemnification**

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

## **Section 9. Insurance**

Consultant shall take out and maintain during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

The liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents must be named as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

## **Section 10. Nondiscrimination**

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **Section 11. City Personnel Conflict of Interest**

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **Section 12. Consultant Conflict of Interest**

Consultant covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

### Section 13. Assignment

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

### Section 14. Ownership of Documents

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

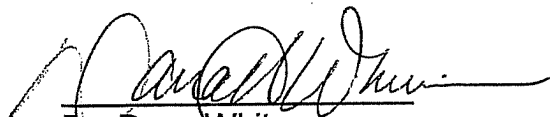
### Section 15. Termination

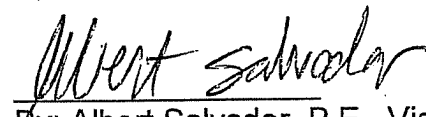
City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

**In Witness Whereof**, City and Consultant have executed this Agreement as of the date first written above.


City of Sausalito

Consultant

  
By: Dana Whitson  
Its: \_\_\_\_\_

  
By: Albert Salvador, P.E., Vice President  
Its: \_\_\_\_\_

Approved as to form:

  
Mary Anne Wagner  
City Attorney

## Meetings

We recognize the value of pre-design and pre-construction meetings as well as pre-permit consultations with prospective applicants and provide those services as well. Our experience suggests that our greater involvement early in the design process yields exceptional benefits. We feel it is helpful to be involved in Development Review meetings for projects subject to the Planning Review process. Commercial projects such as big box stores can often open months sooner, thus providing earlier revenues to both the retailer and City alike.

CSG's plan checkers and engineers are available for applicant inquiries or conferences during normal business hours, Monday through Friday from 8 a.m. through 5 p.m. For your convenience, we are also available to meet with City staff, designers and applicants in Sausalito by appointment. Web conferencing, fax and conference calls are also options.

## Project Schedule

We are very proud of our ability to achieve quality plan review while maintaining consistently superior turnaround time. Timeframes are listed in calendar days.

<u>Project Type</u>	<u>Typical Plan</u>	
	<u>Check Time</u>	<u>Recheck</u>
Single Family Dwellings / Additions / Remodels	10	5
Tenant Improvements / Commercial Projects	10	5
Single Family Subdivisions	10	5
Multi-Family Apartments, Condominiums	15	5

## Accelerated Plan Review

In most cases, we complete the initial plan review in ten calendar days and considerably less time for rechecks. Some plans may require expedited review. At your request, we will perform plan review services within an accelerated time frame negotiated on behalf of the applicant and the City's Building Official or designee. Accelerated plan review will require an additional fee (agreed upon by the applicant and CSG).



## Methodology

We at CSG understand that the needs of most jurisdictions include:

- High quality professional and technical services;
- Time-critical turnarounds, staying within budget for plan review and projects;
- A solution to your challenge, not an additional challenge;
- Follow-up support on difficult and complex projects.

We have proven methods for scheduling staff and providing professional services to assist in addressing all of these issues. In the provision of plan review services, our proprietary web-based tracking system allows you and your customers to access each plan, determine submittal information on the plan, communicate directly with the assigned plan check engineer via email, check the status of plan review, and when applicable, download a copy of the comments and correction list or approved transmittal.

CSG is experienced in the development review process. We understand how essential it is for individual departments to work together in order to build a successful project. Our philosophy is to work closely with all departments, divisions, and agencies to eliminate redundancy and increase efficiency. We understand the difficulties in interpreting code standards and we take pride in providing solutions for your constituents.

## Scope of Services

CSG Consultants, Inc. will provide professional building department services in a timely manner with a master agreement solely between CSG and Sausalito. We can provide contractual plan review and inspection and document management. CSG is capable of adding and deleting services throughout the contract period in order to accommodate the changing needs of your City.

The timeline of plan review services will be determined by the Chief Building Official of Sausalito or your designee. CSG will provide professional and courteous customer service in all of our communication with City staff, design professionals and permit applicants.

CSG is willing to include the Building Official and/or Plan Check staff in discussions with applicants seeking solutions regarding alternate methods and materials or modifications of code requirements. The Building Official will retain the right to make all final determinations.

CSG Consultants, Inc. has provided professional plan review services for all types of construction projects including: single family homes, retail buildings, medical offices, multi-residential, shopping centers, light industrial and parking structures.



# Proposed Fee Schedule

Exhibit B

## Service

## Fee

Building Plan Review

75% of the plan review fee as calculated per CBC Table 1-A.

Expedited Plan Review

To be Negotiated

Structural Plan Review Only

50% of the plan review fee as calculated per CBC Table 1-A.

## In-House Personnel

## Billing Rate

Senior Building Inspector

\$90.00 per hour (CSG provides vehicle)

Building Inspector

\$80.00 per hour (CSG provides vehicle)

## Additional Fees

1. No additional fees will be charged for re-routes; (up to three) provided there aren't any structural changes or modifications. Upon submittal of the 4<sup>th</sup> review, an hourly rate (\$75.00 per hour) will apply.
2. Review of deferred submittals and revisions (change orders) to original plans sets will be performed at a standard hourly rate of \$75.00.
3. There is no additional fee for plan review of system drawings for compliance with applicable plumbing, mechanical, or electrical codes.
4. No additional fee will be applied to reviews for compliance with State energy and disabled access regulations if these plans were a part of the original application.
5. Following permit release, all follow-up consultation will be billed at a standard rate of \$75.00 per hour.
6. CSG will pick up and deliver drawings to the City of Sausalito via our delivery service provider at no additional charge to the City. The City will prepare the plans for delivery. CSG will contact the City and alert the carrier of a pick up.
7. Overtime rates will apply as follows:

Monday – Friday (in excess of 8 hours)	1.5 x standard hourly fee
Saturdays, Sundays and Holidays	2.0 x standard hourly fee

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## Requisitions Proof List

Date: 06/03/2008  
Time: 10:41:43

<u>Req No</u>	<u>Req Date</u>	<u>Item Name</u>	<u>Vendor No</u>	<u>Appr Status</u>	<u>Account No</u>	<u>PM Task and Type</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
Dept: 410									
Employee No:TEACT									
0000432	06/03/2008		CSGCONSU	Approved	100-410-3000-320	-	1.00	35,000.00	35,000.00
Warning: General Ledger									
The budget for account 100-410-3000-320 is exceeded by \$25,195.00									
Employee Total:									35,000.00
Dept Total:									35,000.00
Grand Total:									35,000.00

